

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



TIFFANY & BOSCO
P.A.

Dated: March 03, 2011

**2525 EAST CAMELBACK ROAD
SUITE 300**

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SARAH S. CURLEY
U.S. Bankruptcy Judge

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Attorneys for Movant

11-02182

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-BK-40724-SSC

Glen Allan Ernst and Alice Deleon Ernst
Debtors.

Chapter 7

ORDER

Wells Fargo Bank, N.A.
Movant,

vs.

(Related to Docket #19)

Glen Allan Ernst and Alice Deleon Ernst, Debtors,
Eric M. Haley, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated July 6, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Glen Allan
4 Ernst and Alice Deleon Ernst have an interest in, further described as:

5 PARCEL 1:

6 UNIT 209, OF RIVERWALK CONDOMINIUM, A CONDOMINIUM AS CREATED BY
7 THAT CERTAIN DECLARATION
8 RECORDED AS 2006-0414206 OF OFFICIAL RECORDS AND SHOWN ON THE PLAT OF
9 SAID CONDOMINIUM
10 RECORDED AS BOOK 826 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY
11 RECORDER OF MARICOPA
12 COUNTY, ARIZONA AND AFFIDAVIT OF CORRECTION RECORDED AS 2006-1144552.

13 PARCEL 2:

14 AN EXCLUSIVE RIGHT TO USE COVERED PARKING SPACE 220, A LIMITED
15 COMMON ELEMENT AS DESCRIBED
16 IN THE ABOVE MENTIONED CONDOMINIUM DECLARATION.

17 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
18 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
19 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
20 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
21 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

22 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
23 to which the Debtor may convert.
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